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6 Attorneys for Defendants  
CLUCK UNIVERSITY CHICKEN OF PALO ALTO, LP, d/b/a  
7 UNIVERSITY CHICKEN SANTA CLARA, LP; UC RESTAURANT  
MANAGEMENT, INC.; UNIVERSITY CHICKEN, INC.; UNIVERSITY  
8 CHICKEN FRESNO, LP; UNIVERSITY CHICKEN SAN JOSE, LLC;  
9 CLUCK UNIVERSITY CHICKEN OF SAN JOSE, LP and MICHAEL C.  
BORNEO

10  
11 IN THE UNITED STATES DISTRICT COURT  
12 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
13

14 CLUCK-U, CORP.,  
a Maryland corporation,

15 Plaintiff,

16 v.

17 CLUCK UNIVERSITY CHICKEN OF PALO  
18 ALTO, LP, d/b/a UNIVERSITY CHICKEN  
SANTA CLARA, a California limited  
19 partnership; CLUCK UNIVERSITY CHICKEN  
OF SAN JOSE, LP, a California limited  
20 partnership; UC RESTAURANT  
MANAGEMENT, INC., a California  
21 corporation; UNIVERSITY CHICKEN, INC., a  
California corporation; UNIVERSITY  
22 CHICKEN FRESNO, LP, a California limited  
partnership; UNIVERSITY CHICKEN SAN  
23 JOSE, LLC, a California limited liability  
company; Michael C. Borneo, an individual; and  
24 DOES 1-50, inclusive,

25 Defendants.  
26  
27  
28

CASE NO. C07-04986 EMC

**STIPULATION AND [PROPOSED]  
ORDER TO DISMISS CLUCK  
UNIVERSITY CHICKEN OF SAN JOSE,  
LP WITHOUT PREJUDICE AND  
TOLLING AGREEMENT**

1 All parties, by and through their respective counsel, hereby stipulate to dismiss Cluck  
2 University Chicken of San Jose, LP without prejudice and to toll the statute of limitations as to  
3 Cluck University Chicken of San Jose, LP in the above-referenced matter as follows:

4 IT IS HEREBY STIPULATED by and between all parties, by and through their respective  
5 counsel, that plaintiff Cluck-U Corporation shall dismiss Cluck University Chicken of San Jose, LP  
6 without prejudice;

7 IT IS HEREBY FURTHER STIPULATED by and between all parties, by and through their  
8 respective counsel, that any defense based on the passage of time as to Cluck University Chicken of  
9 San Jose, LP shall be tolled as of the date of this stipulation.

10 Dated: December 5, 2007

HAYES DAVIS BONINO ELLINGSON  
McLAY & SCOTT, LLP

11  
12 By 

13 STEPHEN P. ELLINGSON  
14 JAMIE A. RADACK  
15 Attorneys for Defendants  
16 CLUCK UNIVERSITY CHICKEN OF PALO  
17 ALTO, LP, d/b/a UNIVERSITY CHICKEN  
18 SANTA CLARA, LP; UC RESTAURANT  
19 MANAGEMENT, INC.; UNIVERSITY  
20 CHICKEN, INC.; UNIVERSITY CHICKEN  
21 FRESNO, LP; UNIVERSITY CHICKEN SAN  
22 JOSE, LLC; and MICHAEL C. BORNEO

19 Dated: December 4, 2007

LARIVIERE, GRUBMAN & PAYNE, LLP

20  
21 By 

22 ROBERT W. PAYNE  
23 ALAN E. ENGLE  
24 NICOLE A. SMITH  
25 CHRISTOPHER J. PASSARELLI  
26 Attorney for Plaintiff  
27 CLUCK-U CORP.  
28

**[PROPOSED] ORDER**

Pursuant to the parties' stipulation, Cluck University Chicken of San Jose, LP shall be dismissed from this action without prejudice.

Dated: \_\_\_\_\_, 2007

\_\_\_\_\_  
UNITED STATES DISTRICT COURT JUDGE